

## **Amended ADAMS COUNTY BOARD OF SUPERVISORS AGENDA**

Adams County Board Room  
September 20, 2016 6:00 p.m.

1. Call to Order by the Chairman
2. Was meeting properly announced?
3. Moment of silence
4. Pledge of Allegiance
5. Roll Call
6. Approve agenda
7. Approval of the August 16, 2016 minutes
8. Public participation
9. Announcement of Meetings, Report of Supervisors Claims read by the County Clerk and appoint six (6) Supervisors to approve claims: Dehmlow, Gilner, Grabarski, Hamburg, Hickethier and Johnson.
10. **Claims:** None
11. **Correspondence:** Letter from Nick Homan, Chairman Adams County Lake Alliance (no date).
12. **Appointments:** Appoint the following to Local Emergency Planning Commission: Dennis Leist—Fire—replace John Frantz; Jody McManus—Print Media—replace Darcie Beckman.
13. **Unfinished Business:** None
14. **New Business:** None
15. **Reports and Presentations:**
  - A. Miscellaneous:
    - Presentation of 2015 Audit by Schenck
    - Presentation on Courthouse/Jail renovations
      - Nathan White – Department of Corrections
    - Daric Smith, RIDC report
    - County Clerk report

### 16. Review Committee Minutes

Admin & Fin 8/11, 8/23	H&HS/VET 7/11, 8/8	LEPC 8/29	Solid Waste 8/25
Airport 8/8	Health Ins 7/26	P&Z 9/7	Surveyor August 2016
BOA 8/17	Hwy 7/28, 8/11	Property 8/9	Traffic Safety 5/11
CWCAC 6/22	L&W/R&R 8/8	PS&J 8/10	Wellness 6/16
County Board 8/16	Library 7/25		

### 17. **Resolutions:**

**Res. #33:** Clarification of the terminology of consolidated committees and title changes.

**Res. #34:** Rescind Resolution #49-2009 and establish a new Domestic Partnership Fee Schedule.

**Res. #35:** Rescind Resolution #49-2011 and establish a new Marriage License Fee Schedule.

**Res. #36:** To authorize the Highway Commissioner to act on behalf of Adams County to apply for \$93,828.08 from the Wisconsin Department of Transportation County Highway Improvement Program for the purpose of funding the reconstruction of CTH P from CTH B to CTH G.

**Res. #37:** Transfer Excess Right-Of-Way Acquired For Highway Purposes.

**Res. #38:** To approve the creation of a Shop Supervisor position.

**Res. #39:** To continue participation in the Wisconsin Family Foundations Home Visiting Program Grant. We were awarded funds by the Wisconsin Department of Children and Families to oversee home visiting services in Adams, Juneau and Sauk Counties beginning October 1, 2016 and ending September 30, 2017. This award will be renewed up to 10 years.

**Res. #40:** To request the State of Wisconsin to increase funding to counties in the Children and Families Aids allocation to assist counties in serving the increasing number of children and families in the child welfare system.

**Res. #41:** To dissolve the South Central Wisconsin Environmental Health Consortium and for the Disposition of Assets and Liabilities

**Res. #42:** To authorize application to the WDNR Conservation Aids Grant Fund for construction & installation of fish cribs in Parker Lake.

**Res. #43:** To continue the Cooperative Agreement for recycling collection, processing, and marketing of mixed glass between S. Trempealeau County (STCSWC), Wisconsin and Adams County, Wisconsin for the purpose of qualifying for Recycling Efficiency Incentive (REI) Grant and/or Consolidation Grant Funding through the State of Wisconsin.

**18. Ordinances:**

**Ord. #17:** To reflect that property (1.81 acres) be rezoned from a B-1 Rural Business District to an R-1 Single Family Residential District; Property located in the SE ¼, NW ¼, Section 17, Township 14 North, Range 7 East, Tract 7 at 1180 Gillette Drive, Town of Dell Prairie, Adams County, Wisconsin.

**Ord. #18:** Ordinance Amending Adams County Parks Ordinance #3-2015.

**Ord. #19:** Adams County Public Food Safety Ordinance.

19. **Denials:** None

20. **Petitions:** None

21. Approve claims

22. Approve Per Diem and Mileage

23. Motion for County Clerk correct any and or all errors

24. Set next meeting date(s)

25. Adjournment

**RESOLUTION TO CONTINUE THE COOPERATIVE AGREEMENT WITH S. TREMPEALEAU  
COUNTY**

**P3**

**ADAMS COUNTY/S. TREMPEALEAU COUNTY SOLID WASTE COMMISSION**  
**(66.0301 Wis. Stats.)**  
**RECYCLING AGREEMENT AND SCOPE OF SERVICES**

Agreement entered into between Adams County, a Wisconsin Municipal Corporation, hereinafter designated as "Adams County" and S. Trempealeau County Solid Waste Commission, a Wisconsin Municipal Corporation, hereinafter designated as "S. Trempealeau County".

**PREAMBLE AND RECITALS**

**WHEREAS**, Chap. 159 Wis. Stats. and NR 544 Wis. Admin. Code, became effective October 1, 1993, with the goal of reducing solid waste which is placed in landfills; and,

**WHEREAS**, NR 544 Wis. Admin. Code requires each Municipality to implement an Effective Recycling Program and a County may become a "Responsible Unit" for the development and implementation of an Effective Recycling and Consolidation Program; and,

**WHEREAS**, NR 549 Wis. Admin. Code encourages and rewards cooperative agreements between Responsible Units for implementing cooperative regional recycling consolidation efforts, collection, sorting, planning, or educational programs, and

**WHEREAS**, the Adams County Board of Supervisors, has reviewed and approved this recycling program Agreement; and,

**WHEREAS**, the Adams County Board of Supervisors, municipalities within Adams County, the citizens of Adams County, and S. Trempealeau County wish to work together to reduce the amount of solid waste placed in the landfills to the greatest extent technically and economically feasible; and,

**WHEREAS**, the parties to this Agreement, seeking to act for their common benefit and for the health, safety and welfare of their residents and property owners, deem it to be in their mutual best interests to set forth the general terms and conditions to implement a consolidated/effective County Recycling Program pertaining to public education, and the collection, transportation and processing of recyclable materials.

**NOW, THEREFORE**, for and in consideration of the foregoing Preamble and Recitals, and in further consideration of the benefits, covenants and Agreements set forth herein, the parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to acknowledge the designation of Adams County as

the Responsible Unit for the purpose of planning, coordinating, implementing and documenting operation of an Effective Recycling Program to manage recyclable materials pursuant to NR 544 Wis. Admin. Code., and to enter into a Cooperative Agreement with S. Trempealeau County pursuant to 66.0301, Wis. Stats, for the purposes of combining the processing and marketing of recycled mixed glass to qualify for Recycling Efficiency Incentive/Consolidation Grant funding under ch. NR 549, Wis. Admin. Code, from the Department of Natural Resources (DNR).

## **II. TERM, RENEWAL, AND IMPLEMENTATION**

A. TERM. The "term" of this Agreement shall be for the period beginning October 1, 2011, and ending December 31, 2015.

B. RENEWAL OF THE TERM. The term of this Agreement shall be renewed for additional terms of one (1) year, and shall continue to renew for successive term(s), unless either party, three months prior to the end of the term or any renewal, give notice to the other party of its intent not to renew for any reason.

In the event Adams County or Municipality does not wish to renew this Agreement in its entirety for the subsequent term, but seeks modification of said Agreement, it shall give the other party 180 days notice prior to the end of the term.

This initial Agreement shall be further amended and/or supplemented, as agreed upon in writing by both parties, so as to implement Adams County's Effective Recycling Program to and for the benefit of the parties, and so as to comply with Chapter 159 as now in force and effect or as hereafter amended. **Renewed September 12, 2011**

C. IMPLEMENTATION. Implementation of this program shall begin January 1, 2004.

## **III. DUTIES OF ADAMS COUNTY**

Adams County, as the designated "Responsible Unit" for Adams County, agrees to comply with the following:

A. Develop, implement and operate a program to manage recyclable materials generated within S. Trempealeau County in cooperation with S. Trempealeau County in compliance with the terms, conditions, obligations, requirements and priorities as set forth under Chapter 159 of Wisconsin Statutes.

B. Submit to the Wisconsin Department of Natural Resources annually, a Report setting forth how Adams County intends to continue the Consolidated/Effective Recycling Program. The Report shall specify, at a minimum, the following:

1. Whether Adams County or any other person, firm, or entity, as designated by Adams County, will implement a component of the Consolidated/Effective Recycling Program.
2. The procedures, processes, or policies that Adams County intends to use to separate, collect, store, process, and market recyclable materials and to educate the public on the Consolidated/Effective Recycling Program.
3. The procedures or processes that Adams County intends to use to manage the recyclable materials that are not separated for recovering or recycling.
4. A schedule for the implementation of the Consolidated/Effective Recycling Program.
5. Development of an Consolidated/Effective Recycling Program which includes a public education component to inform residents, persons, and business entities within the region of the reasons to recycle, local opportunities to recycle, and all prohibitions on land disposal and incineration as set forth under 159.07 Wisconsin Statutes.
6. Implementation of a system for the processing and marketing of recyclable materials collected by the Responsible Unit or by municipalities located within the Responsible Unit's area/region.
7. Implementation of prohibition(s) on disposing of, in a solid waste disposal facility, any material identified in 159.07 Wisconsin Statutes that is separated for recycling as part of the Consolidated/Effective Recycling Program.
8. Provisions to be implemented for the management of post-consumer wastes that are not separated for recycling or recovery under the Consolidated/Effective Recycling Program, consistent with the highest feasible priority under Section 159.07(12) Wisconsin Statutes.
9. Procurement of equipment (if necessary) or means necessary to implement the Consolidated/Effective Recycling Program, including contracts for service, staff, supplies and equipment from vendors.
10. A reasonable effort through the implementation of the Consolidated/Effective Recycling Program to reduce to the maximum extent feasible the amount, by weight, of each material specified in 159.07 Wisconsin Statutes that is generated as solid waste within the region and disposed of in a solid waste disposal facility or converted into fuel or burned without energy

recovery in a solid waste treatment facility.

11. Provide information as requested regarding the status and planning of the Effective Recycling/Consolidated Program to S. Trempealeau County.

12. Other provisions to be implemented as established by the Department of Natural Resources.

13. Provide adequate enforcement of the program established above.

C. Adams County shall be responsible for the processing and marketing of all recyclable mixed glass delivered by S. Trempealeau County with whom a cooperative Agreement has been executed.

D. Adams County shall be responsible for suitable collection areas at the collection site with Adams County being responsible for the cost and maintenance of said area.

E. Adams County will maintain a central recycling center to which it will accept all collected recyclable materials, said recycling center to be open Monday through Friday from 7:00 AM to 3:30 PM with the exception of established County holidays. Adams County shall be responsible for all administrative costs and services related to the processing and marketing of recyclable materials and the operation of the central County recycling center.

G. Adams County shall be responsible for providing the necessary vehicles and equipment needed to process and market recyclable materials from S. Trempealeau County.

H. Adams County has the option to contract out the recycling services if deemed to be in the best interest of the Responsible Unit.

#### **IV. DUTIES OF S. TREMPEALEAU COUNTY**

A. S. Trempealeau County hereinafter, agrees to pass any and all rules, regulations and/or ordinances, requiring that all recyclable materials be placed in containers provided by Adams County, and that all containerized recyclable materials be directed for delivery only to Adams County designated recycling location.

B. S. Trempealeau County shall be responsible for establishing and maintaining a suitable delivery system for recyclable glass materials to Adams County with the cost of this delivery to be incurred by S. Trempealeau County unless other arrangements have been mutually agreed to by both parties.

- C. It is expected that overall expenses will be reduced as long term markets are established and this agreement for disposal of recycled glass material has proven to be the most cost effective means of recycling this product.

## V. FUNDING

- A. Adams County and S. Trempealeau County, as designated Responsible Units entering into a Cooperative Agreement for recycling, shall be entitled to receive any grants and monies or other assets distributed by the State of Wisconsin, directly or indirectly, for their benefit as a result of Chapters NR 542, NR 544, NR 549 Wis. Admin. Code, Recycling Grant and/or Recycling Efficiency Incentive/Consolidation Grant Program. This paragraph shall apply to all future grants or funds distributed after the execution of the Agreement. (Consolidation Grant Funding Qualification WI Stats s. 287.24)
- B. Adams County shall have the right to receive any and all revenues from the sale of recycled materials processed by Adams County under this Agreement. Said revenues shall be applied to the cost of purchase of construction and operation of all structures, staff, and equipment required by Adams County to perform the requirements under this Agreement.
- C. It is expected that overall expenses will be reduced as volume increases. With formal agreements established, Adams County may be able to establish long term markets for reusing glass product and Adams County may also be able to purchase larger and faster processing equipment which will reduce overall costs for disposal of mixed glass product.

## VI. INDEMNIFICATION

- A. Adams County does hereby agree to indemnify and hold S. Trempealeau County harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed upon or incurred by or asserted against S. Trempealeau County as a result of or arising out of and action by Adams County, its, employees, or agents resulting from or arising out of Adams County's pickup, transportation, or subsequent processing of recyclable materials in connection with the terms and conditions of this Agreement.
- B. S. Trempealeau County is, and shall be, in exclusive control of its delivery system for recyclable materials. Adams County shall not in any event be liable for any injury or damage to any property or to any person which would occur to S. Trempealeau County's delivery system unless such damage or injury directly arose out of actions by Adams County, its employees or agents in connection with Adams County's acceptance of recyclable materials at said collection site. S. Trempealeau County shall indemnify and



directly arose from action taken by Adams County, its employees, or agents in connection with the acceptance by Adams County of recyclable materials at said collection site.

## VII. INSURANCE

Each party shall maintain its own liability insurance in such form and amount as is sufficient to address the risks arising out of the implementation of this Agreement.

THIS AGREEMENT IS SIGNED THIS 18 DAY OF Oct, 2011.

### SIGNATURES FOR ADAMS COUNTY:

Trena Larson  
TRENA LARSON, ADMIN. COORDINATOR

Myrna Diemert  
MYRNA DIEMERT, SOLID WASTE DIRECTOR

### SIGNATURE FOR S. TREMPEALEAU COUNTY SOLID WASTE COMMISSION:

David Robinson  
COMMISSION BOARD CHAIR

John A. Staats  
JOHN STAATS, DIRECTOR

